



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCO Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
06/15/2021 10:07AM
381117- MO

[Signature] #87951

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
EMERGENCY RESTORATION, INC.
FOR
DISASTER RESTORATION AND RECOVERY SERVICES**

WHEREAS, the St. John the Baptist Parish Council approved a resolution to grant Administration authorization to award the Agreement to **Emergency Restoration, Inc.** for **Disaster Restoration and Recovery Services** at the May 25, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into the Agreement for **Disaster Restoration and Recovery Services**.

This Agreement is made and entered into on this 25th day of May, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Emergency Restoration, Inc.**, P.O. Box 10889 New Orleans, LA 70181, (504) 736.0472, (hereinafter referred to as "**CONTRACTOR**"), represented by Michael Orlando, in accordance with the corporate resolution attached hereto, do hereby enter into this "Agreement" under the following terms and conditions.

SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference.

TERM OF AGREEMENT

This Agreement shall begin on July 28, 2021 and terminate four (4) years thereafter on July 28, 2025.

AMENDMENT

This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this Agreement may be extended for two (2) additional two (2) year terms, by written Agreement, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All monthly invoices shall include a separate sheet itemizing all employee classifications and hourly rates and any other documents needed to support the monthly invoice. Payments must be approved by the **Director of Public Safety**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

INSURANCE

CONTRACTOR shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Agreement shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

CONTRACTOR hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this Agreement for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this Agreement. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which Agreement fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

CONTRACTOR shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this Agreement.

INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this Agreement in the capacity of an independent

CONTRACTOR. While in the performance of services or carrying out other obligations under this Agreement, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTORs** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **CONTRACTOR** or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to CONTRACTOR:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Emergency Restoration, Inc. Attn: Michael Orlando P.O. Box 10889 New Orleans, LA 70181

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **CONTRACTOR** must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

CONTRACTOR must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, **CONTRACTOR** misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **CONTRACTOR** must certify that neither he, nor anyone acting on behalf of **CONTRACTOR**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this Agreement, other than persons regularly employed by **CONTRACTOR**. **CONTRACTOR** further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this Agreement, other than payment to person regularly employed by **CONTRACTOR** in the regular course of their employment duties for **CONTRACTOR**. **CONTRACTOR** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **CONTRACTOR** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an Agreement with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **CONTRACTOR** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America

DISCRIMINATION CLAUSE

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Equal Employment Opportunity

During the performance of this Agreement, the **CONTRACTOR** agrees to abide by 41 C.F.R. Part 60-1.4(b).

Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. Compliance with the Contract Work Hours and Safety Standards Act.

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Disaster Restoration and Recovery Services

1. Overtime requirements. No **CONTRACTOR** or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the **CONTRACTOR** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such **CONTRACTOR** and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The **PARISH** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **CONTRACTOR** or subcontractor under any such contract or any other Federal contract with the same prime **CONTRACTOR**, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime **CONTRACTOR**, such sums as may be determined to be necessary to satisfy any liabilities of such **CONTRACTOR** or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The **CONTRACTOR** agrees to report each violation to the **PARISH** and understands and agrees that the **PARISH** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The **CONTRACTOR** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The **CONTRACTOR** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The **CONTRACTOR** agrees to report each violation to the **PARISH** and understands and agrees that the **PARISH** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The **CONTRACTOR** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the **CONTRACTOR** is required to verify that none of the **CONTRACTOR**'s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The **CONTRACTOR** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the **PARISH**. If it is later determined that the **CONTRACTOR** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the **PARISH**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The **CONTRACTOR** agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The **CONTRACTOR** further agrees to include a provision requiring such compliance in its lower tier covered transactions. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated.

Procurement of Recovered Materials

In the performance of this Agreement, the **CONTRACTOR** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire.

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 2. Meeting Agreement performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii. The **CONTRACTOR** also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The **CONTRACTOR** agrees to provide the TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the **CONTRACTOR** which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

The **CONTRACTOR** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The **CONTRACTOR** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. In compliance with the Disaster Recovery Act of 2018, the TPCG and the **CONTRACTOR** acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags

The **CONTRACTOR** shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Changes

No additional changes, enhancements, or modifications to any Agreement resulting from the RFP shall be made without the prior approval of TPCG. Any modifications to the provisions of this Agreement shall be in writing, signed by all parties and approved the required authorities.

Changes to the Agreement include any change in compensation; beginning/ ending date of the Agreement; scope of work; and/or **CONTRACTOR** change through the Assignment of Agreement process. Any such changes, once approved, will result in the issuance of an Amendment to the Agreement.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The **CONTRACTOR** will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government


The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, **CONTRACTOR**, or any other party pertaining to any matter resulting from the Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts

The **CONTRACTOR** acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the **CONTRACTOR**'s actions pertaining to this Agreement.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

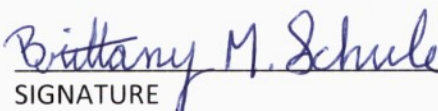
WITNESS:



SIGNATURE

Deshanda Firmin
PRINT NAME

WITNESS:




SIGNATURE

Brittany M. Schule
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH



By: Jaclyn Hotard
Parish President

CONTRACTOR:

Emergency Restoration, Inc.



By: Michael Orlando
Director

Exhibit A
Statement of Work

The scope of services to be provided by the **CONTRACTOR** includes, but is not necessarily limited to the following:

1. Mobilize all necessary resources, including vehicles preloaded with safety, cleaning, drying equipment.
2. Address all safety issues with the facility manager and staff regarding hazardous and unstable areas.
3. Conduct an assessment of water/moisture and mold/bacteria-impacted building materials, develop the appropriate scope of work for remediation, restoring and monitoring the performance.
4. Document and photograph all damaged materials and equipment affected and refer to industry standard pricing guides such as "The Blue Book" in order to determine the proper value of lost and their service.
5. Assess and document any interior and external environmental/hazardous concerns.
6. Manage customized remediation protocols in different levels of water and mold contamination conditions.
7. Restore damaged property to pre-loss conditions after sustaining any level of damage.
8. Dry the structure, sanitize any affected or cross contaminated areas, and deodorize all affected areas and materials.
9. After labor is completed, water damage equipment including, but not limited to, air movers, air scrubbers, dehumidifiers, and sub floor drying equipment is left in the building. After a period of two (2) to three (3) days of completing the labor, a reevaluation of the building will be conducted to monitor the drying process and any equipment not further needed is to be removed as to keep the charges under control.

Monitoring - The damaged structure must be monitored starting with the initial assessment and evaluation and continuing throughout the restoration process. Monitoring procedures may include, but are not limited to the following:

- Moisture reading
- Work progress
- Checking equipment operation

Inspection- Following the removal of all damaged elements, a detailed inspection must be conducted that considers the extent of water, fire etc. migration, the types and quantities of affected materials and the degree of apparent damage. Professional testing equipment must be used to formulate a plan to dry and restore or replace both structural materials and contents. A comprehensive inspection may include, but is not necessarily limited to, the following:

- Identifying and evaluating health & safety hazards.
- Determining the source of damages.
- Determining the need to protect floor covering materials and contents.
- Determining the job scope.

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- Evaluating inventories and/or contents items.
- Evaluating the HVAC system if affected.
- Assess other structural materials (walls, ceilings, etc.)
- Documenting pre-existing conditions not related to the current loss (wear/tear, delamination etc.)
- Establishing drying goals.

Structural Materials- Throughout the restoration process, it is highly recommended that effort is directed toward anticipating secondary damage and attending to other structural components that may require drying, or demolition and replacement. This is especially important if water remains in contact with building materials longer than 24 hours. These components may include, but are not necessarily limited to the following:

- Ceiling
- Walls
- Built-in furnishing and fixtures
- Insulation
- Structural wood

Occupant Evaluation - Determine if the building or areas within are safe to enter to continue **PARISH** operations, and, if not estimate the duration of the time. Factors used to make this determination may include but not limited to the following:

- Identify the type of contamination.
- Obvious indications of high levels of microbiological, mold or chemical contamination.

FEMA Public Assistance Coordination (Federal Declaration Only)

The **CONTRACTOR** will provide experience personnel and resources to complete the following activities:

1. Provide the **PARISH** or its designee documentation required to complete FEMA Project Workpapers and other reporting requirements.

The **CONTRACTOR** shall furnish all tools, materials, equipment, apparatus, labor, workmanship, transportation, and services necessary to perform and complete the work at the designated locations as per the "Scope of Work" as there are no storage space available for use.

The **CONTRACTOR's** employees must wear an identifying company name or logo imprinted items such as hat, vest, jacket, shirt, badge, etc., while on duty. Every employee must be in uniform while on **PARISH** government property during work hours.

To ensure the safety of government employees and property to be cleaned, the **CONTRACTOR's** employees shall submit to a seven (7) year, statewide criminal background check, as arranged by and at the cost of the employer. Results of these background checks shall be submitted to the **PARISH** no later than thirty (30) days from the date of execution.

Regulatory Requirements: The **CONTRACTOR** shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, including Institute of Inspection Cleaning and Restoration Certification (IICRC) Flood Certified, pertaining to the performance of the work specified herein. Ignorance on the part of the **CONTRACTOR** shall not, in any way, relieve the **CONTRACTOR** from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

Safety and Protection: The **CONTRACTOR** shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

The **CONTRACTOR** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public and property which/who may be affected thereby.

NOTES: Water Damage Restoration Technician/Applied Structural Drying Certification is required.

While it is not required, a Health & Safety Technician Certification is preferred. This Certification need not be held by the **CONTRACTOR**, but by any technician within the Company that will be tasked to assist in restoring any damaged buildings.

Work Completion:

The work shall begin within five (5) days after a local, state, or federal declared emergency and upon notification by the Director. The **CONTRACTOR** will begin work without unreasonable delay and without suspicion of work unless authorized in writing by the Director. Unless adversely affected by the previous statement, the performance period shall run five (5) days after a declared emergency through work completion as approved by the Director. The scope of work is based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology.

EXHIBIT B
Pricing Schedule

The undersigned does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in the Request for Proposals Documents at the rates hereinafter set forth:

Base Proposal

The Proposer shall list the entire costs associated with performing the services required on the Proposal Form. Respondents must provide firm, fixed, not to exceed pricing. The Respondent/Contractor shall thoroughly fill out the form or will be deemed "unresponsive." It shall be the sole responsibility of the Respondent/Contractor(s) to review all components of this proposal, visit the sites of the work, and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposed contractor, after submitting proposal, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes,

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

PROJECT NAME: Disaster Restoration and Recovery Service

RFP Number: RFP 2021.05

including Addenda (if any), #1 & #2 the undersigned, carefully reviewed the specifications and expected performance, including furnishing any and all services, labor, materials, and equipment and to complete said work for the following cost:

Labor Rates for Disaster Restoration and Recovery

Item	Description	Unit	Rate
1	Project Director	Hourly	\$98.50
2	Project Manager	Hourly	\$95.00
	Assistant Project Manager	Hourly	\$65.00
	Health & Safety Manager	Hourly	\$70.00
5	Clerical Support	Hourly	\$45.00
	Emergency Responder	Hourly	\$65.00
7	Skilled Labor	Hourly	\$50.00
8	General Labor	Hourly	\$32.50
	Equipment Technician	Hourly	\$125.00
10	Environmental Consultant	Hourly	\$190.00

Equipment Rates for Disaster Restoration and Recovery
Drying & Air Filtration Equipment or equivalent

Item	Description	Unit	Rate
1	Dehumidifier	Daily	\$85.00
2	Dehumidifier (Industrial)	Daily	\$110.00
3	Fan- Turbo Dryer	Daily	\$26.00
4	Fan—Injeti—Dry	Daily	\$30.00
5	Air Scrubber	Daily	\$95.00
6	Scrubbers	Daily	\$95.00
7	Desiccant dehumidifies	Daily	\$825.00
8	Carpet Extractor	Daily	\$65.00

Dehumidifiers & other equipment must be equipped to cover 1,100 to 48,000 square feet of building space.

Miscellaneous Equipment

Item	Description	Unit	Rate
1	Move out fees	Hourly	\$32.50
	Buffer- Floor	Hourly	\$10.00
	Carpet/Upholstery- Portable	Daily	\$70.00
	Carpet/Upholstery-Truck Mount System	Daily	\$350.00
	Extraction Unit Portable	Daily	\$65.00
	Extraction Unit-Truck Mount	Daily	\$350.00
	Dolly (Any size)	Daily	\$25.00
Item	Description	Unit	Rate
	Fogger (Thermal/ULV Mister)	Daily	\$15.00
	Washer- High Pressure	Daily	\$70.00
10	Pallet Jack	Daily	\$30.00

Considerations

Specific task may require non-listed resources.

Supply & demand will affect fuel cost & disposal fees based on extent of disaster damages.

Labor shortages may require housing & per diem based on extent of storm damages.

Non-utilized requested mobilized services will be invoiced at rate of cost incurred plus 10%.

Non listed items are invoiced at a rate of cost plus 20%.

Fuel cost are invoiced COD at a rate of 2x cost incurred.

ERI always allows for client option to provide: power, fuel & disposal.

EXHIBIT C
Insurance Requirements

CONTRACTOR shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some Agreements may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this Agreement.
2. **PARISH's** and **CONTRACTOR's** Protective Liability (if **CONTRACTOR** is a General **CONTRACTOR**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some Agreements may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under Agreement. Failure to do so shall be cause for termination of the Agreement. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State **CONTRACTOR's** License should be furnished. W-9 Form is to be furnished prior to work being issued.

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

EMERGENCY RESTORATION, INC.
P.O. Box 10889
New Orleans, LA 70181

is duly licensed to bid, contract and perform as a

Hold Remediation Contractor



Witness our hand and seal of the Board dated,
Baton Rouge, LA 1st day of December 2018

Lee M. Mallett Chairman
Will B. Mallett Director

Expiration Date: November 30, 2021

License No: 250162

This License Is Not Transferrable

Andy Dumas Treasurer

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Emergency Restoration Inc
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Emergency Restoration Inc
INCORPORATED, DULY NOTICED AND HELD ON 5/11/21,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED, THAT Michael Orlando, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.

Lisa M. Orlando
SECRETARY-TREASURER

5/14/2021
DATE

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-73

Councilman Beenel proposed and Councilman Madere seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO
AWARD THE DISASTER RESTORATION AND RECOVERY SERVICES
TO EMERGENCY RESTORATION, INC.**

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Emergency Restoration, Inc. of New Orleans, LA ranked first out of four (4) proposals received, reviewed, and scored by the Source Selection Committee; and

WHEREAS, Emergency Restoration, Inc. will provide services for the Parish's thirty-six (36) buildings in the event of a natural or man-made disaster; and

WHEREAS, this is a stand-by contract and services are activated when a Notice to Proceed (NTP) is issued by St. John the Baptist Parish; and

WHEREAS, services will be funded through the Public Works Department with anticipated FEMA reimbursement.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Emergency Restoration, Inc.

This resolution having been submitted to a vote; the vote thereon was as follows:


YEAS: Madere, Beenel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder

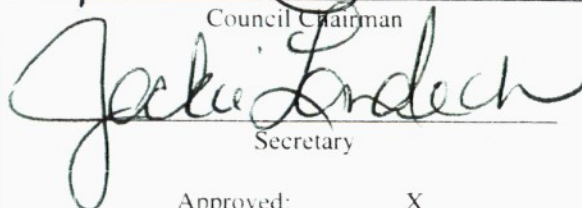
NAYS: None

ABSTAIN: None

ABSENT: Wright

And, the resolution was declared adopted on this, the 25th day of May 2021.



Council Chairman


Secretary

Approved: _____ X _____

Veto: _____

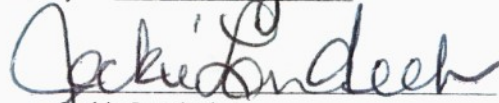

Parish President

* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 25th day of May 2021.

Signed at Laplace, Louisiana this 25 day of May 2021.


Jackie Landeche
Secretary

